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Attorneys for Defendant  
United Shipping Agency SRL  
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New York, NY 10005  
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Michael E. Unger (MU 0045)  
Gina M. Venezia (GV 1551)

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

BAJA FERRIES USA L.L.C.,

Plaintiff,

- against -

CALDER SEACARRIER CORP.,  
FENBY CO. LTD., UNITED SHIPPING  
AGENCY SRL, BRISTOL MARINE CO.  
LTD. and BML CHARTERING,

Defendants.

08-cv-06031 (DC)

**DECLARATION OF CLAIRE BILTON IN  
SUPPORT OF MOTION TO VACATE  
RULE B ATTACHMENT**

I, CLAIRE BILTON, pursuant to 28 U.S.C. §1746 hereby declare and say the following under penalty of perjury:

1. I am the Vice President of Interagro S.A., which has a place of business at 1-3 Verii Street, Sector 2, Bucharest, Romania ("Interagro Romania"). I am an authorized signatory of Interagro Romania.

2. I am familiar with the dispute between Baja Ferries USA LLC ("Baja") and United Shipping Agency SRL ("USA") that is the subject of this action and I submit this declaration in support of Defendant USA's application to vacate the attachment.

3. I assisted in the drafting of this Declaration, have reviewed and signed this Declaration, and submit that the contents are true and within my own personal knowledge.



4. Interagro Romania was the shipper under the ocean bills of lading which were issued in connection with the voyage of the M/V RENATA in or about June 2008, from Constanza, Romania, to Mombasa, Kenya, in which a cargo of fertilizer in bulk was transported. A copy of the bills of lading is attached hereto as Exhibit J.

5. The cargo that was transported under the bills of lading was the subject of a sales contract between Interagro as CFR seller and National Cereal and Produce Board ("NCPB") of Kenya as buyer.


6. Title and risk to the cargo transferred from Interagro to NCPB of Kenya at the vessel's rail in Constanza.


7. To our knowledge, Calder Seacarrier was never the owner of the cargo transported under the bills of lading.

8. NCPB of Kenya paid Interagro for the cargo pursuant to the sales contract.

I declare under penalty of perjury of the laws of the United States of America that the foregoing is true and correct.

DATED: Sandhurst Kent, United Kingdom  
August 8, 2008

  
CLAIRE BILTON



## **EXHIBIT J**

Page 2

CODE NAME:"CONGENBILL", EDITION 1994

Owner: VILARA MARITIME CO. LTD. MONROVIA, LIBERIA

B/L No. 2

Shipper

INTERAGRO SA.  
1-3 VERII STREET SECTOR 2  
BUCHAREST ROMANIA  
TEL 40212103700  
FAX 40212104805

# OCEAN BILL OF LADING TO BE USED WITH CHARTER-PARTIES

Reference No.

Consignee

TO THE ORDER OF  
BNP PARIBAS (SUISSE) S.A  
GENEVA SWITZERLAND

Notify address

KENYA COMMERCIAL BANK LIMITED.  
TRADE FINANCE CENTRE A/C  
NATIONAL CEREALS AND PRODUCE BOARD  
P.O. BOX 30586  
NAIROBI KENYA

**Copy Not  
Negotiable**

Vessel

MV RENATA

Port of loading

CONSTANZA PORT ROMANIA

Port of discharge

MOMBASA PORT, KENYA

Shipper's description of goods

Net weight

CALCIUM AMMONIUM NITRATE (CAN) FERTILISER GRADE GRANULAR,  
IN BULK

4,206.997 METRIC TONS

CLEAN ON BOARD  
FREIGHT PREPAID  
IDF NO. E0805051894  
L/C REF. NO. LCRO86017087207C

(of which NIL on deck at Shipper's risk: the Carrier not  
being responsible for loss or damage howsoever arising)

Freight payable as per  
CHARTER-PARTY dated.....

FREIGHT ADVANCE.  
Received on account of freight:

Time used for loading ..... days ..... hours

SHIPPED at the Port of Loading In apparent good order and  
condition on board the Vessel for carriage to the Port  
of Discharge or so near thereto as she may safely get the goods  
specified above.

Weight, measure, quality, condition, contents and value  
unknown.

IN WITNESS whereof the Master or Agent of the said Vessel has signed  
the number of Bills of Lading Indicated below all of this tenor and date,  
any one of which being accomplished the others shall be void.

FOR CONDITIONS OF CARRIAGE SEE OVERLEAF

Freight payable at

Place and date of Issue

CONSTANZA PORT ROMANIA

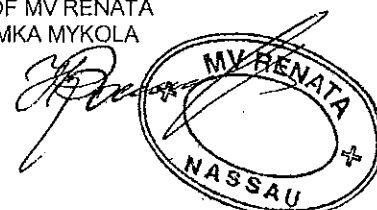
18.JUN, 08

Number of original Bs/l.

Signature

3(THREE)

MASTER OF MV RENATA  
CAPT. ROMKA MYKOLA



**BILL OF LADING**  
TO BE USED WITH CHARTER PARTIES  
CODE NAME: CONGENBILL  
EDITION 1994  
ADOPTED BY  
THE BALTIC AND INTERNATIONAL  
MARITIME COUNCIL (BIMCO)

**Conditions of Carriage.**

(1) All terms and conditions, liberties and exceptions of the Charter Party, dated as overleaf, including the Law and Arbitration Clause, are herewith incorporated.

**(2) General Paramount Clause.**

(a) The Hague Rules contained in the International Convention for the Unification of certain rules relating to Bills of Lading, dated Brussels the 25<sup>th</sup> August 1924 as enacted in the country of shipment, shall apply to this contract. When no such enactment is in force in the country of shipment, the corresponding legislation of the country of destination shall apply, but in respect to which no such enactments are compulsorily applicable, the terms of the said Convention shall apply.

*(b) Trades where Hague-Visby Rules apply.*

In trades where the International Brussels Convention 1924 as amended by the Protocol signed at Brussels on February 23<sup>rd</sup> 1968—the Hague-Visby Rules—apply compulsorily, the provisions of the respective legislation shall apply to this Bill of Lading.

(c) The Carrier shall in no case be responsible for the loss or damage to the cargo, howsoever arising prior to loading into and after discharge from the Vessel or while the cargo is in charge of another Carrier, nor in respect of dock cargo or live animals.

**(3) General Average.**

General Average shall be adjusted, stated and settled according to York-Antwerp Rules 1994, or any subsequent modification thereof in London unless another place is agreed in the Charter Party.

Cargo's contribution to General Average shall be paid to the Carrier even when such average is the result of a fault, neglect or error of the Master, Pilot or Crew. The Charterers, Shippers and Consignees expressly renounce the Belgian Commercial Code, Part II, Art. 148.

**(4) New Jason Clause.**

In the event of accident, danger or disaster before or after the commencement of the voyage, resulting from any cause whatsoever, whether due to negligence or not, for which, or for the consequence of which, the Carrier is not responsible, by statute, contract or otherwise, the cargo, Shippers, Consignees or the owners of the cargo shall contribute with the Carrier in general average to the payment of any sacrifices, losses or expenses of a general average nature that may be made or incurred and shall pay salvage and special charges incurred in respect of the cargo.

If a salving ship is owned or operated by the Carrier, salvage shall be paid for as fully as if the said salving vessel, or vessels belonged to strangers. Such deposit as the Carrier or his agents may deem sufficient to cover the estimated contribution of the goods and any salvage and special charges thereon shall, if required, be made by the cargo, Shippers, Consignees or owners of the goods to the Carrier before delivery.

**(5) Both-to-Blame Collision Clause.**

If the Vessel comes into collision with another vessel as a result of the negligence of the other vessel and any act, neglect or default of the Master, Mariner, Pilot or the servants of the Carrier in the navigation or in the management of the Vessel, the owners of the cargo carried hereunder will indemnify the Carrier against all loss or liability to the other or non-carrying ship or her Owners in so far as such loss or liability represents loss of, or damage to, or any claim whatsoever of the owners of said cargo, paid or payable by the other non-carrying vessel or her Owners to the owners of said cargo and set-off, recouped or recovered by the other or non-carrying vessel or her Owners as part of their claim against the carrying Vessel or Carrier. The foregoing provisions shall also apply where the Owners, operators or those in charge of any vessel or vessels or objects other than, or in addition to, the colliding vessels or objects are at fault in respect of a collision or contact.

For particulars of cargo, freight  
destination, etc., see overleaf.

CODE NAME:"CONGENBILL". EDITION 1994

Owner: VILARA MARITIME CO. LTD. MONROVIA, LIBERIA

B/L No. 1

Shipper

INTERAGRO SA.  
1-3 VERII STREET SECTOR 2  
BUCHAREST ROMANIA  
TEL 40212103700  
FAX 40212104805

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TO BE USED WITH CHARTER-PARTIES

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NAIROBI KENYA

*Copy Not  
Negotiable*

Vessel

MV RENATA

Port of loading

CONSTANZA PORT ROMANIA

Port of discharge

MOMBASA PORT, KENYA

Shipper's description of goods

Net weight

CALCIUM AMMONIUM NITRATE (CAN) FERTILISER GRADE GRANULAR,  
IN BULK

9,543.003 METRIC TONS

CLEAN ON BOARD  
FREIGHT PREPAID  
IDF NO. E0805051894  
L/C REF. NO. LCRO86017087207C

(of which NIL on deck at Shipper's risk: the Carrier not  
being responsible for loss or damage howsoever arising)

Freight payable as per  
CHARTER-PARTY dated.....

FREIGHT ADVANCE.  
Received on account of freight:

Time used for loading ..... days ..... hours

SHIPPED at the Port of Loading in apparent good order and  
condition on board the Vessel for carriage to the Port  
of Discharge or so near thereto as she may safely get the goods  
specified above.

Weight, measure, quality, condition, contents and value  
unknown.

IN WITNESS whereof the Master or Agent of the said Vessel has signed  
the number of Bills of Lading indicated below all of this tenor and date,  
any one of which being accomplished the others shall be void.

FOR CONDITIONS OF CARRIAGE SEE OVERLEAF

Freight payable at

Place and date of Issue

CONSTANZA PORT ROMANIA

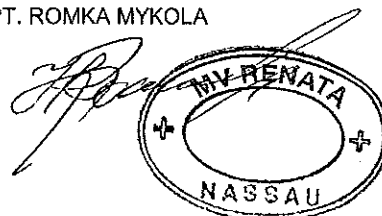
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